

A G R E E M E N T

THIS AGREEMENT made this _____ day of _____, 1928,
by and between the MISSION PLAYHOUSE CORPORATION, a corporation, or its
assigns, Party of the First Part, and J. EDWARD KENNEFICK, Party of the
Second Part, WITNESSETH:

WHEREAS, the Party of the First Part is to establish a permanent
Endowment Fund for the restoration and maintenance of the Mission Play
and the old Missions of California, and other Historic Memorials of
California, and

WHEREAS, for the foregoing purposes, the Party of the First Part
desires to create and establish a fund of not less than Six Million
Dollars (\$6,000,000.)

NOW, THEREFORE, IT IS HEREBY AGREED

The Party of the First Part hereby employs the Party of the Second
Part to raise said fund, and the Party of the Second Part agrees forthwith
to commence said work and to prosecute the same diligently, and proceed
with the formation and organization of a group of assistants for that
purpose and actively prosecute the soliciting and procuring of subscriptions
to such fund, and

IT IS AGREED that the Party of the Second Part shall hold the
Party of the First Part free of all liability for any expenses or indebtedness
incurred in connection therewith, and shall pay all office expenses,
salaries of solicitors, printing and mailing expenses, traveling expenses,
clerical help and all other expenses.

The Party of the First Part agrees that when and as subscriptions are
obtained the Party of the Second Part shall be entitled to be paid an amount
equal to fifteen per cent (15%) of such subscriptions for his services.
The Party of the Second Part agrees that all subscriptions will be taken in
the name of the Mission Playhouse Corporation, or its assigns and deliver
to the Party of the First Part all said subscriptions and funds as received
to the Party of the First Part.

IT IS CONTEMPLATED that the Party of the Second Part will cause to be prepared and printed for free distribution to the subscribers to said fund, five thousand (5000) copies of a Dedication Edition of a work to be known as "HISTORIC MEMORIALS OF CALIFORNIA". The cost of preparation and printing such work shall be defrayed by the Party of the First Part. The manuscript for said work shall be supervised and compiled by the Party of the Second Part, all subject to approval of Party of the First Part.

If the Party of the Second Part shall secure valid subscriptions amounting to not less than Two Million Dollars (\$2,000,000.) within twenty-four (24) months from date, this contract shall be renewed for the further period of twelve (12) months, and if within such renewal period the Second Party shall secure valid subscriptions to the amount of not less than One Million Dollars (\$1,000,000.) this contract shall then be renewed for a further period of twelve (12) months, and thereafter this contract shall be continuously renewed for successive periods of twelve (12) months, provided that the Second Party shall secure valid subscriptions to the amount of not less than One Million Dollars (\$1,000,000.) in each twelve (12) months renewal period, until the total sum of \$6,000,000.00 shall have been subscribed, provided however, that in case subscriptions are not secured in accordance with the above schedule this contract shall terminate at the end of the period in which the subscription schedule is not met, without any liability by any party hereto to the Party of the Second Part.

Donations or bequests to said fund from any source whatever shall be considered subscriptions within the meaning of this contract.

MISSION PLAYHOUSE CORPORATION

By _____
President

By _____
Secretary
Party of the First Part

Party of the Second Part